

## **Delaware Home Performance Contractor Participation Agreement**

The Delaware Energy Office (“DEO”) is offering Home Performance with ENERGY STAR (hereinafter referred to as “the Program”) designed to improve the energy performance, durability, healthiness and safety of existing one-to-four family residential housing in Delaware.

1. DEO has selected SENTECH, Inc. (“SENTECH”) to implement parts of the Program on its behalf. The objectives of the Program are to enhance the delivery of building performance services that use state-of-the-art diagnostic tools and the principles of building science to reduce energy consumption cost-effectively and safely, while simultaneously addressing building durability issues.
2. DEO is offering an assistance package to Participating Contractors designed to build an infrastructure of trained and certified contractors to deliver home performance contracting services.

This Agreement sets out the terms and conditions under which contractors shall participate in the Program. Under this Agreement, Participating Contractors contract with property owners to provide building performance services that are in compliance with the Program requirements and standards. The Program, in return, agrees to provide technical and marketing support for Participating Contractors.

This Agreement is completely voluntary and can be terminated at any time for any reason by either DEO or the Participating Contractor with prior written notice from the terminating party to the other party.

### **Obligations of the Program**

**Services and support that the Program will make available to Participating Contractors include the following benefits:**

- The opportunity to participate in subsidized Home Performance training and certification by the Building Performance Institute (BPI) through its Affiliates (required to ensure quality and consistency of services);
- Limited mentoring, both in the field and through email and phone;
- The promotion of participating contractors in Program marketing;
- The opportunity to respond to leads generated from a public awareness campaign
- Incentives for reporting Home Performance jobs to the Program.

### **Obligations of the Participating Contractor**

By executing this Agreement, the Participating Contractor agrees to play an active role in Home Performance with ENERGY STAR by providing high-quality building performance services to its customers. As a condition of participating in the Program and accessing Program benefits, the Participating Contractor agrees to the following:

## **1. Participating Contractor demonstrates capability to conduct business successfully**

- As a precondition for activation in the Program, Participating Contractor shall provide the Program with evidence of general liability insurance coverage of at least ONE MILLION DOLLARS (\$1,000,000), evidence of Workers Compensation, and a current Delaware Business License obtained through the Delaware Division of Revenue. In addition, the Participating Contractor shall provide the Program with any one of the following:
- Copy of Professional Licenses (only if applicable)
- A satisfactory banking reference
- Statement of Reliability and Good Standing (Contractor must be reliable and in good standing with a “Satisfactory Record” (or no negative report) with the Better Business Bureau). The Contractor may be asked to provide a copy of the Better Business Bureau report.

BBB of Delaware  
1415 Foulk Road, Suite 202  
Foulkstone Plaza  
Wilmington, DE 19803  
Phone: (302)230-0108  
Fax: (302)230-0116  
www: <http://www.delaware.bbb.org>  
Email: [info@delaware.bbb.org](mailto:info@delaware.bbb.org)

### **Failure to supply these documents will result in a delay of approval**

Contractors unable to meet these requirements must submit, in writing, a Request for Waiver to DEO. The Request for Waiver must provide a detailed, reasonable, and credible explanation of the reasons why the contractor is unable to comply with the terms of the requirement. DEO reserves the right to reject any and all Requests for Waiver.

## **2. Participating Contractor shall remain in compliance with the following Program requirements:**

- Participating Contractor shall possess the required diagnostic equipment in good working order and have the ability to deploy it at each participating location prior to commencing home performance energy audits and installing measures under the Program;
- If Participating Contractor intends to perform home performance energy audits, Contractor shall maintain at least one staff member who is certified at the BPI “Building Analyst” level at each participating operating location;
- Participating Contractor agrees that any of its operating locations can begin participating in the Program, under the supervision of a Program-assigned technical Mentor, when at least one staff member at the operating location seeking participation has passed the BPI Building Analyst tests;
- After completing its first five mentored audits, Participating Contractor shall ensure that fully

BPI-certified personnel perform all subsequent home performance energy audits and all pre- and post-installation diagnostic tests performed under the Program, whether performed by the Participating Contractor's own employees, by a subcontractor or by another Participating Contractor via referral;

- Participating Contractor shall ensure that BPI-certified technicians receive, at a minimum, training that is in compliance with BPI's continuing education credits requirement;
- While performing any activities connected to the Program, such as home performance energy audits, installation of measures, or performance of post-installation diagnostic tests and inspections, Participating Contractor shall comply with BPI standards governing home performance inspections, diagnostics and treatments;
- For every Home Performance job for which the Participating Contractor claims a reporting incentive from the Program, the Participating Contractor shall report the job following the administrative procedures and reporting requirements of the Program and shall provide the homeowner with a professional report;
- Contractor may be audited at any time within normal business hours by SENTECH or DEO to verify compliance with the Program;
- If advertising or otherwise communicating to customers, Participating Contractor must remain in compliance with advertising guidelines approved by the Program. Participating Contractor may not make use of logos or service marks of DEO. Participating Contractor should inquire with DEO or SENTECH to receive guidance prior to development and deployment of marketing and communications materials if there is any uncertainty over compliance.

The request for waiver must provide a detailed, reasonable, and credible explanation of the reasons why the contractor is unable to comply with the terms of the requirement. DEO reserves the right to reject any and all requests for waiver.

### **3. Participating Contractors shall be active in the Program**

- To remain active in the Program, Participating Contractor shall report at least 10 completed Home Performance jobs to the Program each year;
- Participating Contractor shall accept referrals from the Program and shall provide services to these referral leads in accordance with the Program guidelines and this Agreement. Participating Contractor recognizes that any leads received from the Program constitute a Program benefit and that the Participating Contractor must make every effort to pursue these leads in a timely fashion;
- Participating Contractor shall in good faith promote participation in the Program among its customers;
- The Contractor shall communicate openly with DEO/SENTECH Program staff to seek assistance as needed in technical or administrative areas pertaining to the Program, and provide feedback to the Program on issues pertaining to Program design or administration, or the Participating Contractor's experiences with home performance contracting in general.

#### **4. Business Practices**

- Participating Contractor shall treat Program clients fairly and deliver promised services in a timely and responsible manner;
- Contractor shall properly represent the relationship of the Contractor to DEO and SENTECH. The Contractor shall identify himself as independent contractor and a qualified participant in DEO's Home Performance Program. Participating Contractors shall **NOT** represent themselves as working for, or certified by, DEO, any DEO affiliate, or SENTECH;
- Participating Contractor shall maintain any relevant licenses and bonding required by federal, state, county or municipal governments or any other agencies with jurisdiction over work performed in the Program;
- Participating Contractor shall provide all Program customers with required customer information materials;
- Participating Contractor shall provide the customer a written warranty of labor and materials for a minimum of one (1) year from the date the service is performed. Equipment installed shall carry manufacturer's warranty, including optional extended warranty coverage;
- If a Participating Contractor becomes involved in a dispute with a customer over business practices, the Participating Contractor shall work with the customer through its customer complaint resolution process. DEO and SENTECH may elect to withhold Program incentives associated with the dispute until that time at which the dispute is settled. In any event,
- Participating Contractor shall hold DEO and SENTECH harmless from any suit arising from work carried out in conjunction with the Program and shall release and indemnify DEO, its affiliates, successors and assigns and the Program Implementer from and against any and all claims, liabilities, injuries, damages, fees, penalties, and assessments arising out of or related to the work performed under the Program by Participating Contractor;
- Participating Contractor shall allow random field inspections, by DEO, SENTECH or its designee, of work that has been performed. Participating Contractor, upon request from DEO or SENTECH, and at no additional cost to the customer, shall make reasonable repairs or corrections to work that Contractor has performed to bring such work up to Program standards;
- Participating Contractor shall not offer customers "vendor financing" unless such financing is licensed and regulated by the State of Delaware. Participating Contractor shall not represent DEO as offering any financing as part of the Program.

#### **5. Contractor recognizes that participation is a privilege**

- Participating Contractor acknowledges that participation in the Program is a privilege, and DEO or SENTECH may suspend or terminate Contractor's participation in the Program for any reason, including, but not limited to, failure to maintain Program standards. In all cases involving a Contractor's participation status, or denial of Program incentives, DEO's written decision is final;
- Contractor shall not employ (as a subcontractor) any firm that has been knowingly suspended or terminated from this Program or any other DEO program without DEO's prior written permission, and DEO reserves the right to deny the participation of any subcontractor;

- DEO reserves the right to make changes to the Program upon notice to the Participating Contractors. Such notification shall be by email, general mail or posting on the Program website;
- Contractor acknowledges that failure to follow Program requirements and procedures, including processing of required documents, will result in a loss of applicable incentives, and possible disciplinary action;
- The parties agree that DEO, its affiliates, successors, and assigns shall have no liability related to any work performed under this Program by Participating Contractor.

## **PARTICIPATION AGREEMENT CHECKLIST**

- 1.) As a precondition for activation in the Program, every Participating Contractor shall provide the Program
- ☐ I certify, that I am a contractor in good standing and have a "Satisfactory Record" with the Better Business Bureau.
  - ☐ I certify, that I maintain \$1 million General Liability Insurance Policy. (Attach insurance verification.)
  - ☐ I certify, that I maintain a Worker's Compensation Insurance Policy (only for contractors that employ installers, laborers, salespeople, administrators, etc.)
  - ☐ I certify, that I have read the Participating Contractor Guidelines, and if approved to be a Participating Contractor will follow the guidelines outlined in this document.
  - ☐ I will comply with federal, state, and local statutes, regulations and public ordinances of any nature governing the work.
  - ☐ I will obtain and maintain all required permits and licenses.
  - ☐ I will pay all applicable sales, consumer, use and other similar taxes required by law.
  - ☐ I meet all the program eligibility requirements and agree to abide by all laws, rules, and regulations applicable to program participation.

Contractors unable to meet these requirements must submit, in writing, a Request for Waiver. The Request for Waiver must provide a detailed, reasonable, and credible explanation of the reasons why the Contractor is unable to comply with the terms of the requirement. DEO reserves the right to reject any and all Requests for Waiver.

Please fax all waiver materials to:

Delaware Energy Office  
Attn: Charley Roberson, fax number: 302-739-1840

And SENTECH  
Attn: Beth Allen, fax number: 240-223-5501

**Failure to supply required documents will result in a delay of approval**

Please mail this completed form and all required attachments to:

**Delaware Energy Office  
Charley Roberson Home Performance Program Planner**

**1203 College Park Drive, Suite 101  
Dover, DE 19904**

**6. Signature**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name Phone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Website

\_\_\_\_\_  
Federal Tax ID or Social Security Number of Authorized Contractor

List all counties or zip codes contractor company serves/works in:

\_\_\_\_\_

\_\_\_\_\_

I certify, under penalty of perjury, that all the information provided above is true and correct. I agree to comply with the Guidelines above and all regulations pertinent to the Program. I hereby apply to be a Participating Contractor in the Delaware Home Performance Program.

X\_\_\_\_\_ X\_\_\_\_\_

Signature of Authorized Contractor Signature of DEO Project Manager

\_\_\_\_\_  
Printed Name of Authorized Contractor Printed Name DEO Project Manager